

RAPIDIndustrial Service Level Agreement

This Service Level Agreement (“SLA”) is between the entity you represent, or, if you do not designate an entity in connection with a RAPIDIndustrial Monthly Subscription or RAPIDIndustrial Annual Support and Maintenance Subscription purchase, you individually (“you” or “your”) and Automsoft International Limited (“Automsoft”, “we”, “our”). It consists of the terms and conditions below and is effective on the date we provide you with confirmation of your RAPIDIndustrial Monthly Subscription or RAPIDIndustrial Annual Support and Maintenance Subscription purchase.

1. Definitions

“Software” shall mean the RAPID™ software programs licensed to you by Automsoft under Automsoft’s RAPID™ Software License Agreement or subscribed to by you under Automsoft’s RAPID™ Software Subscription Agreement, including Documentation related to the programs and any updated version or portion of such programs provided to you by Automsoft.

“Documentation” shall mean the technical information made available to you by Automsoft, which relates to the Software.

“Product Support” shall mean the software maintenance, support and updating services to be provided by Automsoft for the Software.

2. Product Support

2.1 Maintenance Services:

Maintenance Services shall include:

- (a) Technical Support. You must log support issues via email to support@automsoft.com. We shall make Technical support available in normal Irish Standard Time business hours, Monday to Friday (9.00 – 5.30 pm), excluding Public Holidays. Technical support shall include, but not necessarily be limited to: operational support and advice, problem identification and diagnostics, problem resolution, remote installation support and available work-arounds.
- (b) Repairs and Upgrades. Delivery of all new, generally available releases, corrections, enhancements, updates, upgrades and other changes or revisions to the Software (which includes major, minor and point releases), including related Documentation. Elimination of any defect in the Software that materially affects the performance, efficiency or your use of the Software.

3. Service Exceptions

Automsoft shall not be obligated to perform repairs to the Software to the extent such repairs are necessitated by the following Software violations:

- (a) unauthorised relocation, unauthorised movement, improper operation, neglect or misuse of the Software or equipment on which the Software is installed
- (b) failure to maintain proper site or environmental conditions, or
- (c) any unauthorised attempt at repairs, maintenance, or modifications to the Software

4. Problem Priorities, Response and Resolution

Subject to any "Additional Requirements" set forth in the table below, Automsoft shall (a) respond to your requests for Maintenance Services no later than the "Initial Response Deadline" specified in the table below and (b) provide either a permanent fix or a reasonable workaround acceptable to you (a "Resolution") no later than the "Completion Deadline" specified in the table below. For Software related problems, a permanent correction shall be provided no later than in the next release.

*Note: Initial Response Deadlines and Completion Deadlines in the table below are measured from the time you log the support issue with Automsoft Support via support@automsoft.com.

Priority Level	Description	Initial Response Deadline	Completion Deadline	Additional Requirements
Severity 1	Software failure has a critical impact on your business operations.	1-4 hour	24 hours	Automsoft shall immediately and continuously work on the problem until a Resolution is provided.
Severity 2	Software functionality is severely impaired, having a critical impact on your business operations.	1-4 hour	48 hours	Automsoft shall immediately and continuously work on the problem until a Resolution is provided.

Priority Level	Description	Initial Response Deadline	Completion Deadline	Additional Requirements
Severity 3	Software operates with impaired functionality or causes degraded performance without having a critical impact on your business operations	1 Business day	3 Business days	
Severity 4	Software defect causes minor inconvenience	1 Business day	with next release of the product	

5. Term and Termination

- (a) This SLA is limited to the term of your RAPIDIndustrial Monthly Subscription or RAPIDIndustrial Annual Support and Maintenance Subscription. Once your Subscription expires or is terminated (whichever is the earlier) this SLA automatically terminates.
- (b) Upon renewal of your RAPIDIndustrial Monthly Subscription or RAPIDIndustrial Annual Support and Maintenance Subscription, Service Levels will be governed by the terms of the latest version of the RAPIDIndustrial Service Level Agreement on www.automsoft.com. If you do not agree to any of the SLA Terms, you may decline to renew your Subscription.
- (c) Automsoft may terminate this SLA (i) for Software violations as detailed in Section 2 of this SLA; (ii) breach of any of the terms of the Automsoft RAPID™ Software License Agreement or Automsoft RAPID™ Software Subscription Agreement and (iii) for non-payment of fees due for your RAPIDIndustrial Monthly Subscription or RAPIDIndustrial Annual Support and Maintenance Subscription.

Version History

Version 1.1 Last updated: March 2021